



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Page 1

Purchase Order No. Rev. Date
62006 4/26/2008

Supplier No. 798322	Solicitation No. 56702	Delivery Date 300 Days ARO	FOB Point Destination	Invoice Terms
<i>S</i> DEPT. OF TRANSPORTATION <i>h</i> EQUIPMENT RECEIVING <i>i</i> P.O. BOX 160048 <i>p</i> SACRAMENTO, CA 95816		<i>C</i> DEPT. OF TRANSPORTATION <i>h</i> EQUIPMENT RECEIVING <i>a</i> P.O. BOX 160048 <i>r</i> SACRAMENTO, CA 95816 <i>o</i> <i>g</i> <i>e</i>		
Agency Billing 60063	Agency Purchase Estimate 32125348	Purchase Estimate 67016	Revision 1	
Agency Contact ROGER ZUMALT		Phone 916-227-9706	Date Received	

PAPE' MACHINERY, INC.
2850 EL CENTRO ROAD
SACRAMENTO, CA 95833
Attn: DAVID CONGER

Phone: 916-922-7181

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension									
<p>THE GENERAL PROVISIONS FOR NON-IT COMMODITIES ARE HEREBY INCORPORATED BY REFERENCE. THESE GENERAL PROVISIONS CAN BE OBTAINED BY PHONING (916) 375-4400 OR BY ACCESSING OUR WEBSITE AT: www.documents.dgs.ca.gov/pd/modellang/GPhonIT0407.pdf</p> <p>THE FOLLOWING INFORMATION IS PROVIDED FOR AGENCY USE ONLY:</p> <p>PRIME CONTRACTOR: NS FISCAL YEAR: 2007/2008</p>															
1	2	EA	3805-380-0400-8	GRADER ARTICULATED FRAME (AS DESCRIBED) "Six Wheel, Front Wheel and Articulated Steer, Four-Wheel Drive Motor Grader" as described in accordance with Specifications 67016-36102-226-061 of 28 pages.	170,558.0000	341,116.00									
<p>With Options:</p> <p>3. Air Conditioner 4. Engine Block Heater 6. Axle Lock-up</p>															
<table border="0"> <tr> <td><u>Eg Class</u></td> <td><u>Eg I.D.</u></td> <td><u>EBR/Shop</u></td> </tr> <tr> <td>36102</td> <td>7004559</td> <td>7004559/31</td> </tr> <tr> <td>36102</td> <td>7004560</td> <td>7004560/31</td> </tr> </table>							<u>Eg Class</u>	<u>Eg I.D.</u>	<u>EBR/Shop</u>	36102	7004559	7004559/31	36102	7004560	7004560/31
<u>Eg Class</u>	<u>Eg I.D.</u>	<u>EBR/Shop</u>													
36102	7004559	7004559/31													
36102	7004560	7004560/31													
<p>Training required at the shop to location: Ship To: Shop 31 7179 Opportunity Road San Diego, CA 9211</p>															
<p>Brand: <u>JOHN DEERE</u> Model: <u>670D / 670G</u></p>															

Sales and/or use tax to be extra unless noted above

Buyer LONNIE WILLIAMS	Phone 916-375-4586	BOC Number
------------------------------	-----------------------	------------

Department of General Services - Office of Procurement

Form GSOP 2-PIN (04/98)

Page 2

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension						
2.	1	EA	3805-380-0400-8	GRADER ARTICULATED FRAME (AS DESCRIBED) "Six Wheel, Front Wheel and Articulated Steer, Four-Wheel Drive Motor Grader" as described in accordance with Specifications 67016-36102-226-061 of 28 pages.	178,789.0000	178,789.00						
With options:												
1. Ripper												
3. Air Conditioner												
6. Axle Lock-up												
<table><tr><td><u>Eg Class</u></td><td><u>Eg. I.D.</u></td><td><u>EBR/Shop</u></td></tr><tr><td>36102</td><td>7003064</td><td>7003064/25</td></tr></table>							<u>Eg Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>	36102	7003064	7003064/25
<u>Eg Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>										
36102	7003064	7003064/25										
Training required at the ship to location:												
Ship To: Shop 25												
66 Madonna Road												
San Louis Obispo, CA 993401												
Brand: <u>JOHN DEERE</u>												
Model: <u>670D / 670G</u>												
3	1	EA	3805-380-0400-8	GRADER ARTICULATED FRAME (AS DESCRIBED) "Six Wheel, Front Wheel and Articulated Steer, Four-Wheel Drive Motor Grader" as described in accordance with Specifications 67016-36102-226-061 of 28 pages.	170,420.0000	170,420.00						
With options:												
3. Air Conditioner												
6. Axle Lock-up												
<table><tr><td><u>Eg Class</u></td><td><u>Eg. I.D.</u></td><td><u>EBR/Shop</u></td></tr><tr><td>36102</td><td>7005187</td><td>7003087/215</td></tr></table>							<u>Eg Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>	36102	7005187	7003087/215
<u>Eg Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>										
36102	7005187	7003087/215										
Training required at the ship to location:												
Ship To: Shop 21												
1650 Albee Street												
Eureka, CA 95501												
Brand: <u>JOHN DEERE</u>												
Model: <u>670D / 670G</u>												

Department of General Services - Office of Procurement

Form GSOP 2-PIN (04/98)

Page 3

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension						
4	1	EA	3805-380-0400-8	GRADER ARTICULATED FRAME (AS DESCRIBED)	179,384.0000	179,384.00						
"Six Wheel, Front Wheel and Articulated Steer, Four-Wheel Drive Motor Grader"												
as described in accordance with Specifications 67016-36102-226-061 of 28 pages.												
With options:												
1. Ripper												
2. Moldboard												
3. Air Conditioner												
4. Engine Block Heater												
6. Axle Lock-up												
<table><tr><td><u>Eg. Class</u></td><td><u>Eg. I.D.</u></td><td><u>EBR/Shop</u></td></tr><tr><td>36102</td><td>7005407</td><td>7005407/27</td></tr></table>							<u>Eg. Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>	36102	7005407	7005407/27
<u>Eg. Class</u>	<u>Eg. I.D.</u>	<u>EBR/Shop</u>										
36102	7005407	7005407/27										
Training required at the ship to location:												
Ship To: Shop 27												
13200 Golden State Road												
Sylmar, CA 91342												
Brand: <u>JOHN DEERE</u>												
Model: <u>670D / 670G</u>												
Total Value:						869,709.00						
<u>TERMS AND CONDITIONS:</u>												
THE FOLLOWING ATTACHED DOCUMENTS ARE PART OF THIS PURCHASE ORDER:												
1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION ADMINISTRATIVE REQUIREMENTS												
2. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION SPECIFICATION # 36102-226-061												
3. OPTIONS												
4. GRADER QUESTIONNAIRE												
5. WARRANTY AGREEMENT												
<u>F.O.B. DESTINATION:</u>												
For the purpose of this order, only bids quoted F.O.B. Destination will be accepted.												
<u>DECREASING / INCREASING PURCHASE QUANTITIES:</u>												
The State reserves the right to increase the purchase quantity by up to 25% more units within 180 days of bid award date for State Agencies and California Local Government Agencies. The increased quantity purchased shall be at the awarded bid price.												
<u>FEDERAL CERTIFICATION:</u>												
Final stage manufacturers shall be certified by National Highway Traffic Safety Administration and be registered to manufacture or alter vehicles in accordance with the Code of Federal Regulation, Title 49, Parts 567-568.												

Department of General Services - Office of Procurement

Form GSOP 2-PIN (04/98)

Page 4 (Last)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62006		4/26/2008	798322	PAPE' MACHINERY, INC.

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p><u>TRAINING:</u> Will be required at each of the "Ship To" locations. The Administrative Requirements details the elements to be covered in the training.</p> <p>This Purchase order has been registered into the state contact and procurement registration system (https://www.scprs.dgs.ca.gov/). The registration number is 26600408300942.</p> <p>CHANGE ORDERS:</p> <p>Any Purchase Order resulting from this bid may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p>						

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

ITEM NO.	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
36102	U	ENC	P.S.	D135	12 ft.			

PURCHASE ESTIMATE NUMBER: 32-12-5348

ADMINISTRATIVE REQUIREMENTS

1. **VEHICLE DOCUMENTATION REQUIRED:** The original dealer's "Report of Sale" shall be furnished by all California licensed dealers at the time of delivery of each unit or units covered by these specifications.

A "Manufacturer's Statement of Origin" and original "Bill of Sale" on the vendor's letterhead may be supplied for each unit in lieu of a dealer's Report of Sale, if the supplier is not a registered California dealer.

An original weight certificate from a California Weigh Master must be supplied at the time of delivery of each unit.

A Federal Excise Tax Exempt Certificate will be attached to the purchase order.

All documentation supplied for registration shall contain the following:

State of California
Department of Transportation/Equipment
34th Street and Stockton Boulevard
P. O. Box 160048
Sacramento, CA 95816

All required documentation shall be sent to the above address by the time of delivery.

NOTE: The State shall register/license all vehicles with the Department of Motor Vehicles.

2. **BOOKS AND MANUALS:** One (1) set of standard operator's manual, complete lubrication instructions, parts books and shop repair manuals (complete with electrical and hydraulic schematics) shall be supplied with each unit.
3. **PRINTS:** Prints are supplied electronically with the bid in .pdf format. Any hard copies required for estimation, fabrication or sub-contractor communication will be the responsibility of the vendor.

The successful vendor will have 30 calendar days to review the submitted Drawings. If the supplier finds any discrepancies with the prints, the supplier shall notify the Department of Transportation, Equipment Specification's engineer. If the supplier fails to notify the Department of any discrepancies with the prints within

this time frame, the supplier may be responsible for all costs involved in correcting the discrepancies on the units bid, as deemed acceptable by the Department.

4. **WARRANTY:** The unit(s), including but not limited to the chassis, engine, drive train, electrical system and all modifications made to the unit prior to delivery, etc., shall be covered (parts and labor) under a factory authorized extended warranty for three (3) years or 2000 engine hours, whichever occurs first, following the date the Department of Transportation (Caltrans) puts the unit into service. This warranty does not cover standard wear items which fail due to normal wear. Caltrans will notify the supplier by mail of the in-service date and keep a record of the in-service date.

A copy of this extended warranty shall be authorized and signed by the manufacturer's Statewide warranty coordinator. This person shall not be the supplier or dealer for the supplier. Any other coordinator shall only be acceptable with written permission prior to the bid opening. A copy of this certificate shall be supplied with each unit delivered. This certificate shall include the following:

- phone number of the manufacturer's Statewide warranty coordinator.
- A list of at least five (5) factory authorized warranty service locations throughout California.
- The warranty performance requirements and late delivery requirements detailed below shall be stated in this certificate.

NOTE: A warranty service location shall have a physical shop building capable of housing at least 2 units, a staff of at least 3 mechanics trained on this equipment and at least one mobile service truck. At least 2 locations must be in Northern California and at least 2 must be in Southern California.

If the supplier is not the manufacturer or manufacturer's authorized representative, then a performance bond equal to 70% of the total cost for this order shall be supplied to cover late delivery charges detailed below. A statement agreeing to the warranty conditions stated herein shall be signed by the supplier and submitted with proof of bondability with the bid. The performance bond shall be submitted prior to Purchase Order award. The balance of any unused portion of the bond will be relinquished at the end of the 3 year in service period.

Late delivery charges shall be assigned as shown for OEM parts and warranty repair services that do not meet the following performance requirements:

1. All OEM parts not available within five (5) working days from the date of order.
 - The price shall be reduced 20% for every day after the three (3) working days have passed from the initial parts order. This does not apply to those parts listed as for Caltrans only.
 - Additionally, if parts are not available by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered. Supplying a replacement unit will stop the 20% parts discount from the day the unit is made available. This does not apply to those parts listed as for Caltrans only.
2. Warranty repair service not performed within 5 working days of entering the shop.
 - If repairs have not been made by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.

3. Warranty replacement of engine, transmission or complete axle assemblies not performed within 15 working days of entering the shop.
 - If repairs have not been made by the sixteenth (16) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.

NOTE: All parts expediting fees required to maintain these performance levels shall be covered by the extended warranty and not charged to Caltrans.

NOTE: For those suppliers providing a bond in lieu of a factory authorized warranty, the bond shall be charged for those penalties incurred as detailed above.

The supplier may use a traveling mechanic to perform the warranty work. The supplier will be responsible for all associated costs (travel time, overtime, per diem, etc.). The use and availability of a traveling mechanic does not relieve the supplier from providing a list of five (5) factory authorized warranty service locations throughout California.

At the request of the Caltrans shop superintendent, a joint warranty inspection of the equipment shall be conducted within 30 days prior to the expiration of the warranty period with the vendor or his authorized designee. The purpose shall be to resolve any remaining warranty issues prior to expiration.

An In-Shop Warranty agreement (see attached), signed by the supplier or manufacturer, shall be submitted prior to Purchase Order award. The standard In-Shop Warranty agreement shall be extended from one (1) year to three (3) years per this agreement.

Caltrans, at its option, may perform warranty work under the terms of the In-Shop Warranty agreement. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48-hours of notification, written or verbal. The unit will be at a Caltrans facility. The unit shall be repaired and returned within 10 working days to the Caltrans facility where the unit was originally picked up. Upon prior approval with Caltrans and in compliance with all Caltrans Policies and Procedures, warranty work may be performed at a Caltrans facility.

Any supplier or manufacturer non-compliant with the warranty provisions set forth herein may be subject by the Procurement Division, Department of General Services, State of California to be removed from any future bidding.

Any non-integral accessory/ optional equipment not cataloged as a dealer option shall be warranted for a period of one year commencing from the date Caltrans puts the unit into service. (i.e. rotary broom).

5. **TRAINING:** When training is requested on the Invitation For Bid, the supplier, at his expense, shall provide a qualified factory authorized service representative (not a salesman) to provide training for operators, mechanics, and parts personnel. This training (not a sales presentation) shall consist of hands-on operation, safety, service and adjustments for the operators; mechanical repair and adjustment specifications for the shop and field mechanics; parts manual orientation, nomenclature and ordering procedures for parts personnel. It shall also cover

lubrication and servicing using Division of Equipment lubrication products. This lubrication product information will be provided to the supplier by the Division of Equipment Lubrication and Research Branch at (916) 227-9646.

A training plan outline, containing at least all of the subjects listed above, shall be submitted for approval within 30 days after receipt of the order (ARO) to the Division of Equipment Training Coordinator at (916) 227-9665.

The training shall be provided at the Caltrans Equipment Shop(s) specified in the Invitation For Bid. This training shall be for one (1) 8-hour day (or longer as the supplier or State deems necessary), and the date(s) of the training will be arranged by the Division of Equipment Training Coordinator (916) 227-9665. The full cost of this service shall be included in the bid. All training shall be accomplished within 45 days of acceptance and receipt of the unit at the shop indicated on the Invitation For Bid unless otherwise mutually agreed to between the supplier and the Division of Equipment Training Coordinator.

6. **SERVICE REPRESENTATIVE:** The supplier, at his expense, shall provide a qualified factory authorized service representative to be in attendance at the purchase order delivery site to make any necessary adjustments to the units and to give instructions to the equipment receiving inspectors to assure correct operation of the units supplied. The supplier shall supply the service representative for one (1) 8-hour day at the delivery destination. The cost for this service shall be included in the bid.
7. **INSPECTION:** This order will require a two (2) phase inspection process. For all inspections the unit(s) will be serviced, washed and ready for, as applicable, inspection or delivery. Inspections will begin within ten (10) working days from the date of the inspection request by the supplier. It is the supplier's responsibility to contact the Equipment Parts Coordinator at (916) 227-9636 for inspections. All Pre-delivery Inspection(s) shall be conducted at the same location.

FIRST PHASE (PRE-DELIVERY INSPECTION): In accordance with the State Administrative Manual, Section 4113 and the Caltrans inspection program, each unit will be inspected prior to shipment to the destination on the purchase order. This inspection trip(s) shall be State financed at no cost to the supplier.

Arrangements for pre-delivery inspections shall be made only when multiple units are complete. Each unit shall be identified with the applicable Purchase Order and Line Item. The supplier shall receive a copy of the inspection report within 4 working days of the inspection indicating that the first unit is either acceptable or not acceptable. Unacceptable or non-compliant items shall be listed on the report.

If late delivery charges accrue, the supplier shall not be held responsible for those days from the request of the inspection to the receipt of the inspection report. Authority to interpret the intent of the specifications requirements or technical compliance shall be that of the specification engineer only. No other State representative shall presume this authority. If corrections are needed as a result of the inspection, the corrections shall be made prior to shipment to the purchase order destination. Authorization to deliver unit(s) must be granted by the Department of Transportation, Division of Equipment, Quality Assurance Section.

expense of the supplier at \$75.00 per hour (including travel time) and all expenses (meals, lodging, and cost of transportation). Travel expenses will be documented on State of California, Department of Transportation, Travel Expense Claim Form, FA302. These fees may be deducted from the invoice.

PRE-DELIVERY INSPECTION LOCATION: The inspections shall be conducted by the Department of Transportation, Division of Equipment, Quality Assurance. These inspections shall take place at an adequate site provided by the vendor within the State of California. The inspection site shall meet all of the following criteria:

- a. The site shall not be the Purchase Order delivery destination. The site shall be paved, secure and zoned for commercial use.
- b. The site shall include electricity, lights, water, compressed air and a secure paved lot. The facilities shall also include lift equipment adequate to raise the units and support them on safety stands with a minimum of 12 inches of tire clearance. The supplier shall provide conditions which meet the safety standards of CAL-OSHA and Title 8 of the California Code of Regulations.
- c. The adequacy of the site shall be determined by the Department of Transportation, Division of Equipment, Quality Assurance Section. Contact the Quality Assurance Chief at (916) 227-9709 for approval.
- d. If the facility is deemed unacceptable by the Department of Transportation, Division of Equipment, Quality Assurance Section, the supplier shall be billed for the inspection trip including wages and expenses. This cost shall be deducted from the purchase order payment.

SECOND PHASE (FINAL INSPECTION): Each unit will have a final inspection at its delivery destination shown on the Purchase Order to verify acceptability. The State will have five (5) working days after delivery of a unit to conduct the final inspection of said unit. Units delivered to the final Purchase Order destination will be accepted only when all Purchase Order requirements have been met, any shipping damages have been corrected, and all required documents are received by the Department of Transportation, Division of Equipment, Equipment Receiving. These documents include, as applicable, the invoice, vehicle registration documents, parts book, operator's manuals, service manuals, lubrication instructions and charts, warranty information, certifications, questionnaires, etc. Units which are not accepted by the delivery date on the Purchase Order will be considered delivered late.

If the supplier receives notice that the unit(s) is not acceptable, whether written or oral, the unit(s) shipped to the Purchase Order destination shall be removed within seven (7) calendar days. If the supplier fails to remove said unit(s) from the State's facilities within the specified period, the State may forward said unit(s) to the supplier by common carrier at the supplier's expense and risk.

8. **DELIVERY:** Inspection, delivery, and final acceptance of all units on the Purchase Order shall be within 300 calendar days after the Purchase Order date. Contact the State of California, Department of Transportation, Division of Equipment, Equipment Parts Coordinator at (916) 227-9636 for delivery.

Failure of any units to comply with the specifications by the final delivery date may place the supplier in default and may be grounds for the State to invoke Paragraph 26 of the General Provisions, Rights and Remedies of the State for Default. The Department of General Services, Procurement Division will be notified at such time.

Acceptance of delivery or placement in operation of any equipment shall not release the manufacturer from liability for faulty design, workmanship, or materials appearing even after final payment has been made.

9. LATE DELIVERY CHARGES: The parties to this agreement acknowledge that the State shall incur actual damages should the supplier fail to perform the work as called out in the contract and specification on the dates set forth herein. The parties, therefore, have agreed to late delivery charges in the amount of \$44.00 per unit per work day.

Workdays are Monday through Friday inclusive, except State holidays observed Monday through Friday inclusive.

The parties also agree that the amount specified is not unreasonable nor punitive in nature because both parties have carefully considered the amount specified and believe it to be a reasonable estimate, and not excessive at the time the purchase order is entered into.

It is, therefore agreed, that the supplier will pay the State of California the sum of \$44.00 per unit per work day (as stated above) for each work day the work remains uncompleted or unaccepted by the State, provided the total late delivery charges assessed against supplier shall in no event exceed twenty-five percent (25%) of the total value of the entire order, and the supplier agrees to pay said damages as herein provided. In the event such damages are not paid, the supplier agrees that the State may deduct the amount thereof from any monies due or that may become due said supplier.

10. PAYMENT: Process for payment will be initiated after receiving all units on the Purchase Order and deemed acceptable. All discount periods will start after acceptance of the last unit on the Purchase Order.
11. QUESTIONNAIRE: The attached questionnaire shall be filled out and will become a part of each bid submitted. Any portion of the questionnaire which is not applicable to the equipment shall be shown as N/A (not applicable). All questions shall be specifically answered. "per specification" is not an acceptable response.

Unless otherwise stated in the purchase order, the requirements of the written purchase order specification shall have precedence over the completed questionnaire; and the completed questionnaire shall have precedence over standard factory specifications or literature.

12. GENERAL: One (1) complete set of additional filters (air, oil, water, fuel, hydraulic, etc.) shall be supplied with the first unit delivered. This additional set of filters shall be as recommended by the manufacturer and shall be complete with the appropriate part numbers for identification.

Each unit and any accessory shall be delivered completely assembled and ready to operate.

No exceptions to the specifications will be allowed unless the exceptions are listed on the purchase order or subsequent addenda.

The component parts of the unit shall be new and of proper size and design to safely withstand the maximum stresses imposed.

The manufacturer's torque rating of each driven part shall be equal to or exceed the torque rating of its driving member.

Complete printed specifications, published literature, and photos or illustrations of unit or units that the bidder proposes to furnish shall be supplied upon request.

All equipment and accessories cataloged as standard, unless superseded by these specifications, are to be furnished and included in purchase price of this unit.

Bids will be considered only on equipment represented by a supplier capable of providing adequate repair parts, warranty, technical assistance, and training in the United States as of the bid opening date. The supplier shall be capable of supplying repair parts to Caltrans within five (5) working days after a purchase order for parts is submitted to the supplier, whether by phone, fax, or mail. Bidders may be required to provide documentation supporting this requirement prior to award of the contract.

Suppliers shall be the equipment manufacturer, an authorized factory dealer or representative thereof, or shall have authorization from the equipment manufacturer or authorized factory dealer to solicit the equipment bid. The bidder shall be capable of providing parts, service, warranty, and training for the equipment bid as specified herein. If the bidder cannot provide these items for the equipment bid, the equipment manufacturer or an authorized factory dealer may provide these items for the bidder. Upon request, the signed agreement between the bidder and the equipment manufacturer or authorized factory dealer, stating who will be responsible for providing parts, service, warranty, and training for the equipment bid, shall be provided to the State.

Bids will not be considered if supplier's designated f.o.b. delivery destination is other than the delivery address stated in the invitation to bid.

Only new models in current production, which are cataloged by the manufacturer and for which manufacturer's published literature and printed specifications are currently available, will be considered. Special options may be included only when recommended by the manufacturer of the unit and approved by the engineer in writing.

All equipment/options are to be factory installed. If the equipment/options are not available factory installed, dealer installed equipment/options may be acceptable. The bidder is to specify those items that will be dealer installed.

The State reserves the right to amend the contract within the scope of the original bid to cover: unanticipated work or the addition of options priced in the awarded Purchase Order. The bid may be amended for additional labor at the published flat rate where applicable.

The State reserves the right to purchase a minimum of one (1) additional unit, or up to an additional 25% of the quantity on the Purchase Order, at bid prices, for State Agencies and California Local Government Agencies. Orders for such additional units shall be placed within 180 days of bid award date.

DURING BIDDING AND PRIOR TO PURCHASE ORDER AWARD CONTACT INFORMATION		
Purpose	Name	Telephone No.
Any technical or administrative questions concerning this bid.	BUYER: As listed on the Invitation For Bid	As listed on the Invitation For Bid Fax 916-375-4613
AFTER PURCHASE ORDER AWARD CONTACT INFORMATION		
Administrative questions, first inspection request, payment ...	Bob Ceccato Shipping and Receiving Division of Equipment	916-227-9636
All technical issues, equivalent parts, print discrepancies, Spec interpretation...	ROGER ZUMALT Specification Engineer	916-227-9706
Follow up inspections, scheduling after inspection request, copy of inspection report ...	ROSS SNYDER Quality Assurance Division of Equipment	916-227-9709
Establish training plan.	TONY MARSHALL	916-227-9695
Warranty questions.	JOHN VICTORINO	916-227-9724

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
DIVISION OF EQUIPMENT

ITEM NO.	UNIT	CAB	TRANS	ENG	CAP	C.A.	F.A.	R.A.
36102	U	ENC	P.S.	D135	12 ft.			

SPECIFICATION NUMBER: 36102-226-061

SPECIFICATIONS FOR: SIX WHEEL, FRONT WHEEL AND ARTICULATED STEER,
FOUR-WHEEL DRIVE MOTOR GRADER

PURCHASE ESTIMATE NUMBER: 32-12-5348

It is the intent of these specifications to describe the minimum requirements for a six wheel, front wheel and articulated steer, four wheel drive motor grader equipped with a mid mounted scarifier and 12 foot blade. These specifications are written in accordance with SAE J1057, J870, and J1234 standards referencing identification terminology, component nomenclature, and specification definitions for graders.

Only technical changes authorized by the Specification Engineer in writing will be accepted. Technical changes made by any other State employee will not be accepted.

1. WEIGHT: The SAE operating weight of the base unit with standard equipment, fully enclosed ROPS cab, scarifier, and specified 14.00R24, G-2 type tires, less optional counterweights, shall not be less than 30,000 pounds.
2. DIMENSIONS: The following vehicle dimensions are given to insure proper vehicle configuration, use, transport, and storage. All dimensional requirements shall be applicable to the grader equipped with those specified tires and wheels outlined in Section 8, TIRES AND WHEELS of these specifications.
 - a. Vehicle Length (without scarifier): 29 ft. (max.)
 - b. Overall Vehicle Height: 10 ft. 10 in. (max.)
 - c. Vehicle Height to Top of ROPS Cab: 10 ft. (min.)
 - d. Overall Vehicle Width (without blade): 100 inches (max.)
 - e. Tread Width (center of tire to center of tire): 78 inches (min.)

- f. Wheelbase (center of front tire to center of tandems): 225 inches (min.)
- h. Tandem Center Distance: 59 inches (min.)
- i. Ground Clearance @ front axle: 22 inches (min.)

3. ENGINE: The engine shall be a turbo-charged, variable horsepower diesel engine with the lowest SAE J1349 net brake power rating of not less than 135 Hp and net torque rating of not less than 400 lbs.-ft. The turbo-charged engine shall maintain the manufacturer's specified power and torque ratings to a minimum of 7,000 ft. above sea level. The engine shall be certified to meet Tier III emission requirements, this requirement shall not be met using credits. An altitude compensated diesel engine will not be acceptable. The engine shall be equipped with, but not limited to, the following accessories:

- a. Hand throttle control or electric throttle with toggle/trigger switch adjustment.
- b. Decelerator pedal or a throttle resume feature.
- c. Starting aid: A cold weather starting aid as recommended by the engine manufacturer.
- d. Electric start and shutoff; key type.
- e. Engine hood and side panels with locking capability.

The grader's operating station shall be equipped with, but not limited to, the following engine monitoring instrumentation:

- f. Transmission oil temperature gauge
- g. Engine coolant temperature gauge
- h. Engine oil pressure gauge
- i. Hydraulic oil temperature gauge or high temperature indicator
- j. Voltmeter

The grader may be equipped with an electronic monitor and alarm system in lieu of the previously mentioned analog gauges (items g - k). If an electronic monitor and alarm system is supplied, the electronic monitor system shall monitor, as a minimum, the following engine and equipment conditions:

- k. Engine oil pressure
- l. Engine coolant temperature
- m. Transmission oil temperature
- n. Hydraulic oil temperature
- o. Alternator voltage
- p. Transmission oil filter
- q. Hydraulic oil filter

The grader shall also be equipped with visual and auditory warning devices to alert the operator of conditions critical to engine and equipment operation. These warning lights and sounding devices shall have their own source for actuation, rather than being dependent on another instrument. Warning lights shall be bright enough to stand out during all operating conditions and audible signals shall be distinguishable from the operating noises of the vehicle.

Critical engine and equipment operation conditions for which visual and auditory warning devices are required shall include the following:

- r. Low engine oil pressure
- s. High engine coolant temperature
- t. High transmission oil temperature

NOTE: A gauge is not an acceptable visual warning device unless it is accompanied by a red light which illuminates or flashes upon reaching a critical engine condition.

In addition to all of the above, the grader shall also be equipped with the following engine monitoring instrumentation:

- u. Engine tachometer
- v. Fuel level gauge
- w. Engine hourmeter, electronic - solid state (Ref. Hobbs model 23651-3 or comparable)

All engine monitoring instrumentation and warning devices shall be permanently labeled to identify their functions with a simple and readable lettering style or equivalent international symbols.

Instrument arrangement should consist of subgroups monitoring the engine, operational, and power train performance. Grouped gauges shall be consistent in size, color scheme, pointer design, and label style and size. All gauges and instrumentation shall be back-lighted or adequately illuminated for nighttime operation.

4. **TRANSMISSION:** The transmission shall be a power shift type with not less than eight (8) speeds forward and four (4) speeds reverse. The transmission shall be driven by either a torque converter, or direct drive coupling with an inching control. If the transmission is driven by a torque converter, the engine power rating shall be increased to a minimum SAE J1349 net brake power rating of 145 Hp to compensate for the power loss inherent with fluid power transmission.

The transmission shall have neutral locking capability that - in the event the transmission is engaged - will prevent the engine from starting or prevent the machine from moving if the engine is started. The grader shall be capable of traveling at speeds above 25 mph when in the highest forward gear.

5. **AXLES AND DRIVES:** The rear axles shall be tandem drive axles. The tandem axles shall be driven by roller chains and sprockets enclosed within a housing partially filled with lubricating oil. The drive to the tandem axles shall be through a differential assembly with no-spin or lockup capability. A torque-proportioning differential will not be acceptable.

The front axle shall be capable of leaning the front wheels, from their vertical centerline, a minimum of 18° to either side for a total wheel lean of 36° . The front axle shall also be capable of oscillating from its horizontal centerline a minimum of 15° in either direction (up or down) for a total front axle oscillation angle of not less than 30° .

6. **STEERING:** The grader shall employ front wheel steering and vehicle articulation as a means of steering. Front wheel steering shall be controlled using joy stick controls or a steering wheel with tilt and shall provide hydraulic power-assist or full hydraulic steering. Articulation steering shall be hydraulically powered.

The front wheels shall have a minimum steering angle of 40° to either side for a total steering angle of not less than 80° . The grader shall articulate a minimum of 20° in either direction for a total articulation angle of not less than 40° . An articulation indicator shall be installed with appropriate markings to indicate the level of articulation. The indicator shall be readily visible to the operator while seated in the operator's seat. The grader shall provide a minimum turning radius of not greater than 26 feet.

An emergency (auxiliary) steering system shall be provided to allow the operator to continue maintaining steering control in the event of an engine or steering power source failure. The emergency steering system shall meet the performance requirements as established by SAE J1511, "Steering of Off-Road, Rubber-Tired Machines".

The steering system shall be equipped with an articulated steering frame lock to prevent accidental machine articulation during shipment or maintenance.

7. **BRAKES:** The service brakes shall be power-assisted or power-actuated and installed to apply braking force on all four rear wheels. The service brakes shall be foot-operated and shall be effective on each of the tandem drive wheels. Power-assisted hydraulic brakes may be equipped with either air or hydraulic type booster system. A power-actuated braking system may be either air or hydraulically actuated.

The service brakes shall be self-adjusting, sealed and immersed in oil to protect against the influence of dust, mud, water, or snow (e.g., wet-disk brakes). All external brake lines shall be protected/shielded from external impacts or pinching caused by tire chains, pry bars, rocks, etc.

A service braking system utilizing stored energy shall be equipped with a dash mounted gauge and a warning device which actuates before system energy drops below 50% of the manufacturers specified maximum operating energy level. The warning device shall be readily visible and audible to the operator, and provide continuous warning. A gauge is not an acceptable visual warning device.

An emergency (auxiliary) braking system shall be installed to allow the operator to stop the machine in the event of any single failure in the service braking system. The emergency system shall be capable of being applied by a person seated in the operator's seat. In addition to the manual control, the emergency stopping system may also be applied automatically. If an automatic emergency stopping system is used, the automatic application shall occur only after a warning device is actuated.

Hydraulically boosted or hydraulically actuated braking systems shall incorporate an emergency hydraulic power braking source (e.g., auxiliary pump) that is automatically activated in the event of an engine failure. Hydraulic accumulators in conformance with SAE J1473 - Braking Performance requirements will be an acceptable emergency power braking source.

A parking brake shall be installed and may be connected to the service brakes or operated independently on the drive shaft or transmission output shaft. A red warning light shall be installed on the instrument panel, in full view of the operator, to indicate when the parking brake is applied while the engine is running.

The service brakes, emergency brakes, and parking brake shall conform with the braking performance requirements as established by SAE J1473 Standard - "Braking Performance - Rubber-Tired Earthmoving Machines".

8. TIRES AND WHEELS: The grader shall be equipped with 14.00R24, (G2/L2 type tread) tubeless tires on all wheels (XMPS type tread are acceptable). The rim shall be as recommended by the tire manufacturer, all rims shall be the same size. All dimensional requirements shall be applicable to the grader equipped with these specified tires and wheels when inflated to the tire manufacturer's recommended pressure for grader applications.

9. AIR AND OIL FILTRATION: The engine air filtration system shall be a 2-stage unit consisting of a centrifugal precleaner stage and two replaceable, dry element type, final stage filters. The centrifuging action precleaner shall be capable of removing coarse dust and moisture. The air cleaner assembly shall also be equipped with a dust and water evacuator. The two replaceable, dry element type, final stage filters shall consist of an outer primary filter and an inner safety element of the correct capacity as indicated in the engine manufacturer's published instructions.

An engine air intake restriction gauge shall be located so the operator can clearly view it from the ground during the pre-operational check. The gauge shall be marked to indicate maximum restriction in accordance with the engine manufacturer's published instructions. The restriction gauge shall maintain the last highest vacuum reading when the engine is turned off and, upon air filter replacement, will reset to zero (Ref., Filter Minder Dash Mount Air Restriction Gauge, Model 3781-325 or comparable). The air cleaner/gauge connections shall be dustproof and waterproof, either tubing or hose mounted, as to withstand abrasion, wear, and vibration. The gauge suction line shall incorporate an in-line filter to protect against dust intake due to a cracked or broken connection.

The engine oil filtration system shall utilize full flow filtration with a replaceable element, spin-on type filter of the correct capacity as indicated in the engine manufacturer's published instructions.

10. EXHAUST SYSTEM: The exhaust system shall utilize a vertical exhaust stack. A rain cap may be provided if it is compatible with the required emission devices provided. The exhaust stack shall be constructed so as to restrict rain from entering the exhaust system and wind from turning the turbo charger. This can be through use of a rain cap if compatible with the exhaust system or through an after treatment device (muffler) that restricts air flow back through the system in conjunction with a drain. Other methods may be acceptable with prior approval from the Specifications Engineer. A simple elbow in the system does not perform the required function and will not be acceptable. The exhaust system shall comply with applicable California Vehicle Code and State fire regulations. Exhaust emitted by each unit shall comply with California emission requirements at the time of purchase.

11. ELECTRICAL SYSTEM The grader shall be equipped with the following minimum electrical components:
- a. Two multiple beam front driving lights (halogen)
 - b. Two front working lights (halogen)
 - c. Two rear working lights (halogen)
 - d. Right and left side moldboard work lights (halogen)
 - e. Rear tail and stop lights
 - f. Front and rear mounted turn signals
 - g. License plate lamp with bracket
 - h. Cab dome light
 - i. Electronic backup alarm (Shall sound whenever gear selector is in reverse.)
 - j. Backup light (shall illuminate when transmission selector is placed in a reverse gear)
 - k. Horn
 - l. Master battery shut-off switch (either keyed or inside a lockable compartment.)
 - m. Amber mini light bar (Ref. ECCO PN 5315, Federal Signal PN 450112-02, or PSE PN 420AH)
 - n. A 12 volt, 25 amp with fuse and minimum 12 ga. wire circuit shall be provided for the two-way communication radio. The circuit shall be wired direct from the battery and be wired so that it is turned on/off with the ignition key. The circuit shall terminate inside the cab with enough length to allow for mounting of the radio in a suitable location within the cab.

Minimum electrical equipment shall comply with all Federal and State regulations. The tail, stop, and directional signal lamps may be in combination. The wires to these lamps shall be in a loom conduit or wrapped with electrical tape.

The battery system shall be made up of not less than two (2) heavy duty, industrial grade, 12 volt (V) batteries. Each battery shall be not less than 700 CCA (cold cranking amperes) at 0° F and a reserve capacity of not less than 160 minutes at 25 amperes (A) and 80° F. The battery system ratings shall be as established by the BCI (Battery Council International) and SAE. Side mounted battery cables are not acceptable.

The electrical lighting system shall be 24 V. A 24 V system for starting and operating the engine and equipment shall be supplied. The electrical system shall be shielded and/or compatible with the use of a two (2) way mobile radio that will operate at a radio frequency of either 47 MHz or 800 MHz. The two (2) way communication radio will be installed by Caltrans.

A minimum 80 amp alternator with a matching regulator shall be furnished with a 24-volt operating system.

12. HYDRAULICS: The hydraulic system shall incorporate full flow filtration, utilizing a replaceable element, spin-on type filter with filtering capability of 25 microns or less. The hydraulic pump that operates the equipment shall be of sufficient capacity to safely permit the simultaneous operation of at least two controls. All hydraulic hoses, lines, and fittings shall be SAE compatible. All hoses shall be the high pressure, crimp type and shall be properly protected and routed to eliminate failure due to abrasion, cutting, kinking, etc.

All hydraulic lines shall be sized as recommended by the manufacturer of the component to which they attach, and shall be adequate for the use intended. All hoses and plumbing shall have a minimum number of bends and shall be free of any kinks. All bends in hoses and tubing shall be not less than the minimum radius as recommended by the hose or tubing manufacturer. Where applicable, plumbing shall be protected from external damage by truck frame and body. Any hoses routed around or through areas that may cause abrasion or cuts shall be protected as necessary. All hydraulic components and plumbing shall be mounted and supported to withstand extensive field use.

Any tubing or flexible hose used in the hydraulic system shall be approved for hydraulic use and rated for the maximum working pressure of the system. Large diameter hose shall be used for low pressure return line(s) to the reservoir. The use of black pipe, galvanized pipe, brass or plastic pipe or fittings, etc. shall not be allowed in the hydraulic system, including the low pressure return side. Only steel or stainless steel crimp type hose fittings and ends which are approved for hydraulic use shall be used (Aeroquip or comparable).

Hydraulic fittings on high pressure lines shall be the swivel type, steel or stainless steel, and shall be 37° JIC, NPT, SAE "O" Ring Boss, or SAE "O" Ring Flange. Fittings shall be of the proper size to match the hydraulic line to which they attach. No welding of fittings will be allowed. Compression type fittings shall not be used in the system. All threads shall be North American or Japanese Metric type threads. NOTE: Thread types shall not be mixed on the unit (i.e. thread types shall be all American or all Metric).

13. EQUIPMENT:

Blade Assembly: The dimension of the moldboard shall not be less than 12 ft. x 24 in. x ¾ in. The moldboard cutting edge shall conform to the requirements as established by SAE J739b and J740b Standards. The moldboard shall be furnished with hydraulically activated lift, tilt, and side shift capabilities.

The blade sliding side shift and circle centershift shall accommodate a minimum outside blade reach of 48 in. beyond the rear tires to either side of the grader with a straight, non-articulated frame. The blade shall have a minimum lift (clearance) of

16.5 in and a minimum depth (penetration) of 12 in for a total vertical travel of not less than 30 in.

The circle shall be capable of rotating 360° and shall be hydraulically powered. The circle drive shall be equipped with a slip clutch to protect against blade impact damage. The circle side shift shall allow the moldboard to be rotated from its normal horizontal position to a vertical, bank cutting position, 90° from ground level, on both the left and right sides of the grader.

The blade assembly shall be equipped with accumulators in the hydraulic lift circuit to cushion the blade from minor impacts and absorb any pressure spikes therein created.

Scarifier: A standard scarifier shall be provided to fit the motor grader being supplied. The scarifier shall be installed on the grader between the front axle and the mold board. The scarifier shall be hydraulically raised and lowered, having a minimum penetration depth of 10 inches below ground level. The scarifier shall be equipped with a minimum of five (5) removable shanks capable of being locked into working position. The scarifier shall be equipped with not less than seven (7) shank sockets spaced not greater than 6 inches apart. Each shank shall be at least 1 inch thick by 3 inches wide and equipped with the necessary locking devices and replaceable shank tips.

14. OPERATOR'S COMPARTMENT: The operator's compartment shall be fully enclosed and equipped with tinted (automotive type tint, minimum), safety glass windows and key-type locking doors. The cab shall be constructed to afford the operator visibility throughout the entire operation. The cab shall be equipped with an adjustable (for and aft), fully padded suspension seat with backrest and headrest (a highback seat is acceptable), an industrial type seat belt, and a recirculating type heater with front and rear window defrosters or defogger fans. The cab shall also be furnished with a headliner, floor mat, and front and rear exterior windshield wipers and washers which can be independently operated.

In addition to the fully enclosed cab, the operator shall be protected by a Rollover Protective Structure (ROPS) in accordance with the State of California, Division of Industrial Safety, Construction Safety Orders, Title 8, Section 1596. A combination cab and safety guard approved by the Division of Industrial Safety will be acceptable. In general, the cab shall provide maximum operator protection and comfort.

15. CONTROLS: Placement of hand and foot operator controls shall be conveniently located as to provide the operator maximum comfort and control during operation. Controls which influence the movement of the machine and the operating direction of equipment shall conform to the requirements as established by SAE J1071 Standard - "Operator Controls For Graders". The equipment controls shall have lock valves in each implement circuit to prevent cylinder drift. Controls to lift the blade shall be

equipped with a float position. Factory installed electric over hydraulic joystick type controls may be provided in lieu of the conventional type grader controls (to include steering).

16. MISCELLANEOUS: Miscellaneous components to be supplied and installed shall include, but not be limited to, the following:
- a. Vandal protection package: The grader shall provide keyed protection from vandalism and theft. Vandal protection shall include the operator's compartment, engine compartment, battery compartment, and all exposed fluid ports.
 - b. Rear drawbar: A standard, clevis type drawbar permanently fixed to the rear of the machine.
 - c. Transmission bottom guard.
 - d. Mirrors: An OEM right and left exterior rear view mirrors shall be installed.
 - e. Tie-downs: The grader shall provide tie-down capability at or near each of the outside four corners of the machine. Tie-downs shall be compatible for use with ½ inch welded chain. Circular type tie-downs shall have a minimum 3 inch diameter hole, however, "D" ring type tie-downs are preferred. The tie-downs shall be appropriately secured to and located on the grader to provide adequate holding strength during trailer transport of the machine.
 - f. Interior rear view mirror: An OEM interior rearview mirror(s) shall be installed.
 - g. Slow moving vehicle sign. Capable of being removed without tools (i.e. wing nuts, slotted post, etc.)

17. WELDING: All welding shall comply with the requirements as represented in American Welding Society (AWS), D14.3-82, and American National Standard entitled "Specification for Welding Earthmoving and Construction Equipment."

All welds shall be continuous except as noted. Intermittent or spot welds shall be spaced and proportioned to provide ample strength for the material being welded. Weld sizes not indicated shall be equal to the thickness of the least of the joined plates.

All welds shall be properly fused, displaying proper penetration and a professional finish, and must meet the qualification requirements of applicable AWS specifications. Examples of unacceptable weldments are:

- a. Cracks
- d. Excessive Splatter

- b. Undercut
- c. Overlap
- e. Blow Holes
- f. Slag Entrapment

Any weld failing to comply with the AWS specification or failing to pass a quality assurance inspection performed by the State, will be corrected by the manufacturer, at their expense, and be corrected off State property. The State shall determine if a weld is acceptable or deficient.

Any deficient weld shall be corrected by a welder who is certified in accordance with the requirements as established by the American Welding Society (AWS). The welder shall have the proper certification documents indicating that he/she is qualified to perform the type, size, and position of the weld performed, with the welding process utilized, and on the material being welded. The supplier will be required to supply proof of current welding certifications for personnel performing any re-welding on the unit, upon request of the State whether written or verbal.

GRINDING OF WELDS must have prior approval of the Department of Transportation, Division of Equipment, Engineering Specifications. Welds which have been ground without approval shall be subject to complete re-welding upon request, at no additional cost to the State.

All assembly dimensions and tolerances on drawings apply after welding. Excessive warpage of assembled parts is not acceptable. Weld symbols on drawings shall be interpreted per American National Standard Welding Symbols. In the event of the lack of a weld symbol, the best commercial practice shall prevail. The covering of welds with body fillers or similar materials is unacceptable.

18. **PAINT:** The basic unit, the primary finish surfaces of any optional equipment, and other minor or incidental component parts shall be finish painted with lead-free (**300 PPM LEAD MAX**) standard factory color(s). The finish coat shall be free from runs, drips, sags, etc., and shall be evenly applied to provide a gloss finish. The finish or top coat shall be compatible for re-coat or touch-up with lead-free DuPont Imron 5000, polyurethane enamel; PPG Delta DUHS; or, Sherwin Williams Genesis, equivalent color. All paint and primer shall be lead free.
19. **NOISE:** Noise emitted by each unit delivered in compliance with these specifications shall comply with all California and Federal laws or regulations pertaining to maximum allowable emission of noise inside the operator's cab. The Time Weighted Average (TWA) noise dose shall not exceed 85 dB (A) inside the cab as measured according to SAE J 1116 "Sound Measurement - Off Road Self Propelled Work Machines Operator Work Cycle."

The supplier may submit documentation to demonstrate compliance with this requirement.

20. SAFETY: The entire unit and accessories shall comply with the applicable provisions of the California Vehicle Code, the Safety Orders of the Division of Industrial Relations, and all Federal regulations in effect at the time of manufacture. The Specification Engineer shall make determinations where safety compliance is an issue.
21. LUBRICATION: The equipment shall be certified by the manufacturer for use with re-refined lubrication products. The re-refined lubrication products used by the State will meet or exceed all SAE, API, and NLGI specifications as required by the manufacturer.

Lubrication products used in each unit shall be compatible for top-off and refill with one of the following State contracted lubrication products:

- a. SAE 15W-40 motor oil.
- b. Dexron-III or Mercon automatic transmission fluid.
- c. Tractor hydraulic fluid.
- d. SAE 50 motor oil.
- e. SAE 85W-140 gear lube.
- f. NLGI #2 multipurpose grease.
- g. DOT 3 brake fluid.

For information regarding State contracted lubrication products, contact:

California Department of Transportation
Division of Equipment
PO Box 160048
Sacramento, CA 95816-0048
ATTN: Lubrication Coordinator, Ph: 916-227-9646

EXTENDED WARRANTY AGREEMENT FORM

(Sample)

Statewide warranty coordinator certification

Name: **PAPÉ MACHINERY, INC.**

Phone Number: 916 922 7181

Address: 2850 EL CENTRO ROAD
SACRAMENTO, CA 95833-9703

Warranty Service Locations: Name, Address, Phone Number

1. PAPÉ MACHINERY 3000 SAN ANTONIO FOWLER 559-834-4774
2. PAPÉ MACHINERY 5065 CATERPILLAR RD REDDING 530-241-4555
3. PAPÉ MACHINERY 2850 EL CENTRO SAC 916 922 7181
4. COASTLINE EQUIP. 1950 ROEMER PL. SANTA MARIA 805-922-831
5. RDO EQUIP. 13625 DANIELSON ST. POWAY 618-679-9200

The unit(s), including but not limited to the chassis, engine, drive train, electrical system and all modifications made to the unit prior to delivery, etc., shall be covered (parts and labor) under a factory authorized extended warranty for three (3) years or 2000 engine hours, whichever occurs first, following the date the Department of Transportation (Caltrans) puts the unit into service. This warranty does not cover standard wear items which fail due to normal wear. Caltrans will notify the supplier by mail of the in-service date and keep a record of the in-service date.

If the supplier is not the manufacturer or manufacturer's authorized representative, then a performance bond for in the amount of 70% of this order shall be supplied to cover late delivery charges detailed below. A statement agreeing to the warranty conditions stated herein shall be signed by the supplier and submitted with proof of bondability with the bid. The performance bond shall be submitted prior to Purchase Order award. The balance of any unused portion of the bond will be relinquished at the end of the 3 year in service period.

Late delivery charges shall be assigned as shown for OEM parts and warranty repair services that do not meet the following performance requirements:

1. All OEM parts not available within three (3) working days from the date of order.
 - The price shall be reduced 20% for every day after the three (3) working days have passed from the initial parts order. This does not apply to those parts listed as for Caltrans only.
 - Additionally, if parts are not available by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered. Supplying a replacement unit will stop the 20% parts discount from the day the unit is made available. This does not apply to those parts listed as for Caltrans only.

2. Warranty repair service not performed within 5 working days of entering the shop.
 - If repairs have not been made by the sixth (6) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.
3. Warranty replacement of engine, transmission or complete axle assemblies not performed within 15 working days of entering the shop.
 - If repairs have not been made by the sixteenth (16) working day, a loaner unit, of equal or greater capacity, shall be made available for use by Caltrans until the parts have been delivered.

NOTE: All parts expediting fees required to maintain these performance levels shall be covered by the extended warranty and not charged to Caltrans.

NOTE: For those suppliers providing a bond in lieu of a factory authorized warranty, the bond shall be charged for those penalties incurred as detailed above.

The supplier may use a traveling mechanic to perform the warranty work. The supplier will be responsible for all associated costs (travel time, overtime, per diem, etc.). The use and availability of a traveling mechanic does not relieve the supplier from providing a list of five (5) factory authorized warranty service locations throughout California.

At the request of the Caltrans shop superintendent, a joint warranty inspection of the equipment shall be conducted within 30 days prior to the expiration of the warranty period with the vendor or his authorized designee. The purpose shall be to resolve any remaining warranty issues prior to expiration.

An In-Shop Warranty agreement (see attached), signed by the supplier or manufacturer, shall be submitted prior to Purchase Order award. The standard In-Shop Warranty agreement shall be extended from one (1) year to three (3) years per this agreement.

Caltrans, at its option, may perform warranty work under the terms of the In-Shop Warranty agreement. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48-hours of notification, written or verbal. The unit will be at a Caltrans facility. The unit shall be repaired and returned within 10 working days to the Caltrans facility where the unit was originally picked up. Upon prior approval with Caltrans and in compliance with all Caltrans Policies and Procedures, warranty work may be performed at a Caltrans facility.

Any supplier or manufacturer non-compliant with the warranty provisions set forth herein may be subject by the Procurement Division, Department of General Services, State of California to be removed from any future bidding.

Any non-integral accessory / optional equipment not cataloged as a dealer option shall be warranted for a period of one year commencing from the date Caltrans puts the unit into service. (i.e. rotary broom)

OPTIONS
(RETURN OPTIONS PAGE WITH BID)

The following options or accessories shall be furnished only when specified on the Invitation For Bid and Purchase Order. Price on options listed shall be per unit. Include price for all options even though option prices written below are "non-award" items.

1. RIPPER: The grader shall be equipped with the manufacturer's standard multi-shank, parallelogram type, rear mounted ripper, in lieu of the specified drawbar, to fit the model grader being supplied. The ripper shall be hydraulically raised and lowered, having a minimum penetration depth of 16 inches below ground level. The ripper shall be equipped with a minimum of three (3) removable shanks capable of being locked into working position. Each shank shall be supplied with the necessary locking devices and replaceable shank tips.

PRICE: \$ 14,000.00

2. MOLDBOARD: A 14 ft. moldboard shall be installed in lieu of the specified moldboard.

PRICE: \$ 1125.00

3. AIR CONDITIONER: An air conditioning system shall be installed with adequate capacity to reduce the operator environment temperature a minimum of 45°F below the ambient for ambient temperatures of 86°F to the highest ambient temperature at which the machine is designed to operate. The air-conditioning system should not allow the operator environment humidity to exceed 70%. In addition to the air conditioner, the cab shall also be fully sealed and equipped with a pressurization and filtration system to prevent dust and other airborne particulate from entering the cab.

PRICE: \$ INCL.

4. ENGINE BLOCK HEATER: The engine supplied shall come equipped with an electrical in block heater. (External tank type heaters are not acceptable.) The block heater shall operate on 120 volt current and be capable of plugging into a standard 120 V, 15 Amp wall outlet. The external receptacle shall be recessed to provide a smooth, non-protruding, and safe exterior environment when not in use. The receptacle shall be weatherproof with a lift cover and boot.

PRICE: \$ 650.00

5. HEATED MIRRORS: The grader shall be equipped with electrically heated external mirrors. Both right and left side exterior rear view mirrors shall be heated. The switch to heat the mirrors shall be located inside the cab.

PRICE: \$ 475.00

6. AXLE LOCK-UP: Manufacture and install an axle lock up for the purpose of locking the tandem axles in place to facilitate roading the unit with a flat tire on the tandem drive axles. The axle lock up shall be manufactured and installed in accordance with the State of California drawing number H4-D026-01. An axle lock up shall be installed on each tandem axle. A locking pin (Item 102) shall be supplied with each grader. The axle lock up shall be located so as not to interfere with the entry step or other safety related items. Installation shall be accomplished in such a manner so as not void the grader manufacturer's warranty. Proper grounding and other precautions as may be required be the grader manufacturer to prevent damage to the unit's electrical system shall be taken during welding. The welding ground shall be connected as near to the weld as practical.

Price: \$ 1000.00

DURING BIDDING AND PRIOR TO PURCHASE ORDER AWARD CONTACT INFORMATION		
Purpose	Name	Telephone No.
Any technical or administrative questions concerning this bid.	BUYER: As listed on the Invitation For Bid	As listed on the Invitation For Bid Fax 916-375-4613
AFTER PURCHASE ORDER AWARD CONTACT INFORMATION		
Administrative questions, first inspection request, payment ...	Bob Ceccato Shipping and Receiving Division of Equipment	916-227-9636
All technical issues, equivalent parts, print discrepancies, Spec interpretation...	ROGER ZUMALT Specification Engineer	916-227-9706
Follow up inspections, scheduling after inspection request, copy of inspection report ...	ROSS SNYDER Quality Assurance Division of Equipment	916-227-9709
Establish training plan.	TONY MARSHALL	916-227-9695
Warranty questions.	JOHN VICTORINO	916-227-9724

GRADER QUESTIONNAIRE

MAKE JOHN DEERE MODEL 670D/670G YEAR 2008

1. ENGINE: Make JOHN DEERE Model 6090
Family: 8JDX109.0102
SAE net power Hp 145 @ 2000 RPM
185 2000 RPM
2. TRANSMISSION: Is the transmission equipped with power shift? YES
Type of drive DIRECT
Number of forward speeds 8
Number of reverse speeds 8
Maximum forward travel speed 25 mph
3. TIRES AND WHEELS: Tire size 14R24
Ply rating _____; Tread design 62GP
4. EXHAUST SYSTEM: Is the exhaust stack designed to prevent the entry of rain and wind? (Y/N) YES
5. ELECTRICAL SYSTEM: Is the grader equipped with the following electrical components?
 - a. Two multiple beam front driving lights (Y/N) Y
 - b. Two front working lights (Y/N) Y
 - c. Backup alarm (Y/N) Y
 - d. Amber Mini Light Bar: Make FED 516 Model 450114-02 24V
6. EQUIPMENT:
Blade Assembly: Moldboard height 24 in. Width: 12 in.
Scarifier: Is the scarifier equipped with the appropriate keys, wedges, shanks and shank tips? (Y/N) Y
Is Scarifier a mid mounted type? (Y/N) Y
7. OPERATOR'S COMPARTMENT:
Is the cab fully enclosed and equipped with safety glass windows? (Y/N) Y
ROPS guard (Y/N) Y

8. INSPECTION LOCATION:

Street	PAPÉ MACHINERY, INC.
City	2850 EL CENTRO ROAD
Phone Number	SACRAMENTO, CA 95833-9703
	Business Name
	<u>DAVID CONSON</u>
	Point of Contact Name

CALTRANS IN-SHOP WARRANTY AGREEMENT

Name of Supplier/Manufacturer PAPE MACHINERY / JOHN DEERE
Warranty Representative (print or type) MIKE MILLER
Street Address 2850 EL CENTRO RD
City, State, Zip Code SAC CA 95833
Telephone Number 916 922 7181
Solicitation No. 56702 Due Date 3/6/08
Item (Quantity/Brand/Model) 5 DEERE 6700/6704

When equipment is purchased for Caltrans, a section of the specifications requires the supplier/manufacturer to enter into an In-Shop Warranty Agreement.

The terms of the In-Shop Warranty Agreement for this equipment are as follows:

1. Labor rate charged by Caltrans will be \$100.00 per hour.
2. Warranty claims will be processed on a Caltrans Work Order unless the supplier/manufacturer furnishes standard warranty forms.
3. Suppliers'/manufacturers' standard flat rate time schedules shall be used as a guide for In-Shop Warranty repair time. If a supplier's/manufacturer's flat rate time schedule is not available, Caltrans will use the time that is recorded on the Caltrans Work Order.
4. Replacement parts will be available within 5 working days from the date of receipt by supplier/manufacturer of a Purchase Order, whether the order is made by telephone or in writing.
5. Replaced parts will be held 60 days for inspection by the supplier/manufacturer.
6. Original Equipment Manufacturers' parts will be used as replacement parts; or, if OEM parts are not available, after-market parts of equal or better quality will be utilized.
7. Copies of invoices for all parts will be provided to the supplier/manufacturer.

Caltrans will contact the supplier/manufacturer for authorization to perform In-Shop Warranty repairs as stated in this agreement. Only under extreme emergency conditions will In-Shop Warranty be performed without prior authorization. If Caltrans opts not to perform the warranty work, the supplier shall pick up the unit within 48 hours of notification, written or verbal.

In-Shop Warranty Agreement shall remain in effect until all conditions of warranty in the State of California specifications and in the original manufacturer's warranty expire.

Signature, Caltrans Warranty Coordinator _____

Date

Signature, Supplier/Manufacturer _____

Date